

DEFENSE ADVANCED RESEARCH PROJECTS AGENCY 3701 NORTH FAIRFAX DRIVE ARLINGTON, VA 22203-1714

CONTRACTS MANAGEMENT OFFICE

November 30, 2005

SOLICITATION NO. HR0011-06-Q-0001

All responsible, qualified, and certified service-disabled veteran-owned small business concerns are invited to submit a quotation in response to this letter RFQ No. HR0011-06-Q-0001 being issued by the Defense Advanced Research Projects Agency (DARPA) Contracts Management Office (CMO) in accordance with FAR 13.003(g)(1) and 15.203(e) [See FAR 52.219-27, "Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004), incorporated by reference]

- 1. Type of contract contemplated: Firm-fixed-price purchase order.
- 2. Quantity, description and required delivery: See SOW at Attachment (1). The Government estimates that the Contractor will expend approximately 300 direct labor hours in performance of the work described herein over a 4-month period.
- 3. Applicable certifications and representations: [sign at the end of this section and submit with quote]

Taxpayer Identification (OCT 1998) FAR 52.204-3

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulations (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d)	Taxpayer Identification Number (TIN).
	ΓΙΝ:·
	ΓIN has been applied for.
	ΓIN is not required because:
	☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have
inco	me effectively connected with the conduct of a trade or business in the United States and does not have
an o	ffice or place of business or a fiscal paying agent in the United States;
	☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.
(e) Type of organization.
□ Sole proprietorship □ Partnership □ Corporate entity (not tax-exempt); □ Corporate entity (tax-exempt); □ Government entity (Federal, State, or local); □ Foreign Government; □ International organization per 26 CFR 1.6049-4; □ Other
(f) Common parent.
☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision. ☐ Name and TIN of common parent:
Name
TIN
Women-Owned Business (Other Than Small Business)(MAY 1999) FAR 52.204-5
(a) <i>Definition</i> . "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it \square is a women-owned business concern.
Data Universal Numbering System (DUNS) Number (OCT 2003) FAR 52.204-6
(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain
(1) An offeror may obtain a DUNS number- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com ; or (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
(2) The offeror should be prepared to provide the following information:(i) Company legal business name.(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

	 (iv) Company mailing address, city, state and Zip Code (if separate from physical). (v) Company telephone number. (vi) Date the company was started. (vii) Number of employees at your location. (viii) Chief executive officer/key manager. (ix) Line of business (industry). (x) Company Headquarters name and address (reporting relationship within your entity). 		
	The offeror's DUNS number is Small Business Program Representations (MAY 2004) FAR 52.219-1		
<u>541611</u>	(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is (insert NAICS code).		
	(2) The small business size standard is \$\$6\$ million (insert size standard).		
	(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.		
	(b) Representations.		
	(1) The offeror represents as part of its offer that it \square is, \square is not a small business concern.		
	(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it \square is, \square is not a small disadvantaged business concern as defined in 13 CFR 124.1002.		
	(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \square is, \square is not a women-owned small business concern.		
	(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \square is, \square is not a veteran-owned small business concern.		
	(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it \square is, \square is not a service-disabled veteran-owned small business concern.		
	(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that		
	(i) it □ is, □ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and		
	(ii) it \square is, \square is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:		

______.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision --

"Service-disabled veteran-owned small business concern" -

- (1) Means a small business concern --
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern -

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
 - (2) The mangement and daily business operations of which are controlled by one or more veterans.
 - "Woman-owned small business concern," as used in this provision, means a small business concern—
 - (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

<u>Alterna</u>	te I (Apr 2002). As prescribed in 1	9.308(a)(2), add the following paragraph (b)(7) to the basic provision:
		represented itself as disadvantaged in paragraph (b)(2) of this provision). gory in which its ownership falls]:
	Black American.	
	Hispanic American.	
	Native American (America	an Indians, Eskimos, Aleuts, or Native Hawaiians).
	Brunei, Japan, China, Taiwan, L Territory of the Pacific Islands (1	ersons with origins from Burma, Thailand, Malaysia, Indonesia, Singaporaos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trus Republic of Palau), Republic of the Marshall Islands, Federated States of of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fijiru).
	Subcontinent Asian (Asian Sri Lanka, Bhutan, the Maldives	n-Indian) American (persons with origins from India, Pakistan, Bangladesh Islands, or Nepal).
	Individual/concern, other t	han one of the preceding.
	Commercial and Government	Entity (CAGE) Code Reporting (AUG 1999) DFARS 252.204-7001
The CA		enter its CAGE code on its offer in the block with its name and address. name and address. Enter "CAGE" before the number.
Defens		a CAGE code, it may ask the Contracting Officer to request one from the DLIS). The Contracting Officer will —
	(1) Ask the Contractor Commercial and Government En	to complete section B of a DD Form 2051, Request for Assignment of a ntity (CAGE) Code;
(2) Complete section A and forward the form to DLIS; and		
(3) Notify the Contractor of its assigned CAGE code.		
	(c) Do not delay the submission	n of the offer pending receipt of a CAGE code.
The of	feror's CAGE code is	·
		NAME: TITLE: DATE:
		SIGNATURE: [official authorized to contractually obligate the Offeror]

- **4. Contract terms and conditions:** To be negotiated. See FAR 13.302 for general requirements and clauses for purchase orders.
- 5. Quotation due date and time: On or before January 3, 2006, 10:00 AM (ET).
- **6. Cost Proposal Support:** It is expected that the resulting purchase order will be awarded based upon a determination that there is adequate price competition. In order to facilitate the Government's analysis, the following data must be furnished:
 - a. Staffloading (quantity and mix of labor hours);
 - b. Loaded labor rates; and
 - c. Other direct costs, including consultants, travel, supplies, etc, if any.

If, after receipt of the quotations, the Contracting Officer determines that adequate price competition does not exist, the quoter shall provide additional data as requested by the Contracting Officer to support price reasonableness.

7. Evaluation Factors:

- a. Price
- b. Quality, including management capability, technical capability, past performance, and personnel qualifications
- 8. Contract Award: The Government intends to perform a comparative analysis of the quotations received, consistent with the evaluation factors stated above, and issue a purchase order, without discussions, to the service-disabled veteran-owned small business concern submitting the lowest price, technically acceptable quotation. Award will be made on the basis of the lowest evaluated price of quotations meeting or exceeding the acceptability standards for non-cost factors. Each initial quotation should contain the contractor's best terms from a cost or price and technical standpoint; however, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary for his selection decision.

9. Other relevant information:

a. This RFQ incorporates the following clauses by reference:

FAR 52.204-7 Central Contractor Registration (OCT 2003), as modified by DFARS 252.204-7004 Alternate A (NOV 2003)

FAR 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)

- b. It is the responsibility of the Respondent to provide sufficient information to enable the Government to evaluate its quotation in accordance with the factors specified above.
- c. Attention is invited to FAR Subpart 9.5, "Organizational Conflicts of Interest," and Attachment (2) which will be a special requirement in the purchase order resulting from this solicitation.
- d. Submit separate technical and cost proposals (original and 3 hard copies each), not to exceed a combined total of 15 pages, to the following address:

Defense Advanced Research Projects Agency Contracts Management Office ATTN: Douglas M. Pollock 3701 N. Fairfax Drive Arlington, VA 22203-1714

[Electronic submissions, including facsimile, are not authorized.]

- e. Quotations must be signed by an official authorized to bind the organization and must designate the individual(s) authorized to conduct negotiations. Further guidance about the submission, modification, revision, and withdrawal of quotations can be found at FAR 52.215-1(c). Respondents that include in their quotations data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, must follow the instructions in FAR 52.215-1(e).
- f. The Government reserves the right to reject any or all quotations or to make multiple awards if either course of action is considered in its best interest. Acquisition of this effort is subject to the availability of funds. The Government is not liable for any costs incurred by the quoter in submitting a response to this RFQ.
- g. Questions regarding this RFQ must be submitted in writing to Douglas M. Pollock, DARPA Contracts Management Office, for receipt by 10:00 AM (ET), December 21, 2005 -- fax: (703) 469-2071; e-mail: douglas.pollock@darpa.mil.

STATEMENT OF WORK

- **1. General Information**: This contract effort is part of DARPA's overall plan to improve the records management process, develop portals in support of communities of interest, and increase overall effectiveness and timeliness of records management programs.
- **2. Scope:** Over a period of four months, the contractor shall provide subject matter experts to conduct a study base lining and evaluating existing procedures, organization, equipment, personnel, applicable directives, and training associated with the records management at DARPA

After the contractor has evaluated the existing records management system, it will make recommendations on new, or changes to, procedures, equipment, personnel, organization, and training to effect a more responsive records management system with growth potential.

3. Study Tasks:

- 3.1. The contractor shall ensure all study recommendations adhere to National Archives and Records Administration and DoD records management directives and guidance, including DoD 5015.25 and WHS Administrative Instruction #15, and address DARPA's participation in near future trends in DoD records management plans.
- 3.2. The contractor shall interview records management personnel in DARPA and Information Resource Directorate personnel involved with Records Management functionality during the study. Typical client organizations within DARPA that submit records for processing, storage, and archiving, will also be interviewed. Summary records of the interviews will be included in the study.
- 3.3. The study must include costs and benefits over current procedures in any recommendations addressing change or new procedures, personnel, training, and equipment to the records management operation.
- 3.4. Milestones for implementation of changes must be included within the study.
- 3.5. Procedures and processes to move to electronic storage and archiving must be addressed by the study.
- 3.6. Conduct a pre-study conference to review study methodology and schedule.

4. Deliverables:

- 4.1. Study schedule delivered one week after pre-study conference.
- 4.2 Interim report five weeks after contract award.
- 4.3 Final report 16 weeks after contract award.
- 4.4 Brief of final report one week after final report is delivered.
- <u>5. Technical Point of Contact:</u> Ms. Debra Amick in Facilities and Administration Directorate, Office of Management Operations; phone 703- 526- 4163, Debra.Amick@darpa.mil, is the primary point of contact for the study. She will arrange for interviews, provide access to facilities and directives, and respond to questions during the study. All deliverables will be coordinated with her.

6. Coordinating Instructions:

- 6.1. Security Clearance Current Secret Clearance desired, not required.
- 6.2. Place of Performance Off-site from DARPA. Contractor will require numerous visits to DARPA. Escorts will be provided during the study.
- 6.3. Access to DARPA Network access to DARPA network is not required for this study.

Organizational Conflicts of Interest

- (a) <u>Purpose</u>. The primary purpose of this clause is to aid in ensuring that: (1) the Contractor's objectivity and judgment are not biased because of its past, present, or currently planned interests (financial, contractual, organizational, or otherwise) which relate to work under this contract; (2) the Contractor does not obtain an unfair competitive advantage by virtue of its access to non-public information regarding the Government's program plans and actual or anticipated resources; and (3) by virtue of its access to proprietary information belonging to others, the Contractor does not obtain any unfair competitive advantage.
- (b) <u>Scope</u>. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as prime contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity.
 - (1) Maintenance of Objectivity. The Contractor shall be ineligible to participate in any capacity in contracts, subcontracts, or proposals, therefor (solicited or unsolicited) which stem directly from the Contractor's performance of work under this contract or are directly related to this contract, for example under the same Project or Program. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any services under this contract on any of its own products or services, or the products or services of another firm if the Contractor is, or has been, substantially involved in their development or marketing. In addition, if the Contractor under this contract advises the Government on the preparation of, or prepares complete, or essentially complete, Statements of Work or objectives for competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such Statements of Work or objectives. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts involving the same or similar services.
 - (2) Access to and Use of Government Information. If the Contractor, in the performance of this contract, obtains access to information such as plans, policies, reports, studies, financial plans, or data which have not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer, it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public; (b) compete for or accept work based on such information for a period of six months after the completion of this contract, or until such information is released or otherwise made available to the public, whichever occurs first; (c) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and (d) release such information unless such information has previously been released or otherwise made available to the public by the Government.
 - (3) Access to and Protection of Proprietary Information. The Contractor agrees that, to the extent it receives or is given access to proprietary data, trade secrets, or other confidential or privileged technical, business, or financial information (hereinafter referred to a "proprietary data") under this contract, it shall treat such information in accordance with any restrictions imposed on such information. The Contractor further agrees to enter into a written agreement for the protection of the proprietary data of others and to exercise diligent effort to protect such proprietary data from unauthorized use or disclosure. In addition, the Contractor shall obtain from each employee who has access to proprietary data under this contract, a written agreement which shall in substance provide that such employee shall not, during his/her employment by the Contractor or thereafter, disclose to others or use for their benefit, proprietary data received in connection with the work under this contract.

(c) <u>Subcontracts</u>. The Contractor shall include this clause, including this paragraph, in consulting agreements and subcontracts of any tier when directed by the Contracting Officer. The terms "contract," "contractor," and "contracting officer" will be appropriately modified to preserve the Government's rights.

(d) Representations and Disclosures.

- (1) The Contractor represents that it has disclosed to the Contracting Officer, prior to award, all facts relevant to the existence or potential existence of organizational conflict of interest as that term is used in FAR Subpart of 9.5.
- (2) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract, a prompt and full disclosure shall be made in writing to the Contracting Officer which shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflicts.

(e) Remedies and Waiver.

- (1) For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract for default, disqualify the Contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract. If, however, in compliance with this clause, the Contractor discovers and promptly reports an organizational conflict of interest (or the potential therefor) subsequent to contract award, the Contracting Officer may terminate this contract for convenience if such termination is deemed to be in the best interest of the Government.
- (2) The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the Contractor may at any time seek a waiver from the restrictions set forth herein by submitting a written request through the Contracting Officer in accordance with the provisions of FAR 9.503. Waiver authority rests with the Director, DARPA Contracts Management Office.
- (f) <u>Modifications</u>. Prior to a contract modification, when the Statement of Work is changed to add new work or the period of performance is significantly increased, the Contracting Officer will request and the Contractor is required to submit either an organizational conflict of interest disclosure or an update of the previously submitted disclosure or representation.